

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Sid Marchant, Acting Fire Chief  
(954) 797-1213

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR EMERGENCY MEDICAL SERVICES INTERNSHIP PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE

**REPORT IN BRIEF:** This resolution authorizes the Mayor to execute an agreement with the City College to provide training facilities for its EMT's and Paramedics. The Town's attorney already reviewed the agreement and recommended some revisions which City College corrected and modified.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted? N/A

If yes, expected cost:

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):**

Resolution

Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR EMERGENCY MEDICAL SERVICES INTERNSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town provides emergency medical services for its residents; and

WHEREAS, City College is an accredited not-for-profit educational institution, in Broward; and

WHEREAS, City College trains future Emergency Medical Technicians (EMT) and Emergency Medical Paramedics (Paramedic); and

WHEREAS, City College is in need of training facilities for its future EMTs and Paramedics; and

WHEREAS, the Town can provide the training facilities it needs; and

WHEREAS, it is in the Town's best interest to provide such service;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute an agreement for Emergency Medical Services Internship Program, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001.

# EXHIBIT "A"



## CITY COLLEGE

January 11, 2001

Chief Marchant  
Town of Davie Fire Rescue  
6901 Orange Drive  
Davie, FL 33314

Dear Chief Marchant:

Enclosed is an original of the (revised) articulation agreement between City College and the Town of Davie Fire Rescue, arranging the terms under which our paramedic students may ride with Davie Fire Rescue. The agreement has been revised with consideration of your most recent recommendations.

It is my understanding that the enclosed agreement is a final draft; please return the signed document at your earliest convenience. If you have any additional questions, you may contact me or Michael Beauregard, Vice President, at the Fort Lauderdale location listed below. Thank you for your cooperation in this matter. Your support of the City College Paramedic program and its students is deeply appreciated. We look forward to a positive professional relationship with the Town of Davie Fire Rescue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrienne Bishop', is written over a horizontal line.

Adrienne Bishop  
Assistant Director of Education

enc.

cc: Michael Beauregard  
Joseph Nelson, M.D.

### *A Non-Profit Institution Of Higher Learning*

1401 W. Cypress Creek Road • Fort Lauderdale, Florida 33309 • (954) 492-5353 • Fax (954) 491-1965

2400 S.W. Thirteenth Street • Gainesville, Florida 32608 • (352) 335-4000 • Fax (352) 335-4303

5975 Sunset Drive • Miami, Florida 33143 • (305) 666-9242 • Fax (305) 666-9243

Website: [www.citycollege.edu](http://www.citycollege.edu)

CITY COLLEGE  
and  
TOWN OF DAVIE FIRE RESCUE

AGREEMENT FOR  
EMERGENCY MEDICAL SERVICES  
INTERNSHIP PROGRAM

This is an agreement between City College (hereafter referred to as "COLLEGE") an accredited not-for-profit educational institution, in Broward County, State of Florida,

and

Town of Davie Fire Rescue (hereafter referred to as "TDFR") providing emergency medical services in the County of Broward, State of Florida.

WHEREAS, TDFR agrees to collaborate in the education and training of students in the Emergency Medical Technician (EMT) Program and the Emergency Medical Paramedic Program (EMT-P) of the COLLEGE.

WHEREAS, TDFR acknowledges the value of this collaboration and agrees to provide optimum facilities, resources and expertise at their disposal for the comprehensive education of the student and

WHEREAS, this agreement will benefit both parties by providing trained EMT and Paramedics.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

1. RESPONSIBILITIES OF COLLEGE
    - A. To coordinate clinical rotations in consultation with appropriate personnel of TDFR. These rotations will be selected in accordance with the specific learning required and opportunities accessible.
    - B. To accept administrative responsibility for the program and provide didactic and performance based instruction as required.
    - C. To ensure the quality of course content in accordance with existing accreditation standards.
    - D. To acknowledge and utilize proper TDFR Personnel for administrative matters.
-

- E. To comply with existing operational policies and procedures of TDFR. (Attachment: Policies & Procedures)
  - F. To require each student to secure Professional Liability Insurance coverage, of \$1,000,000.00/\$3,000,000.00.
  - G. To provide certification of each student's medical insurance.
  - H. To require the COLLEGE to secure at its expense, General Comprehensive Insurance including Bodily Injury Liability and Property Damage Liability, the limits of which must be acceptable to TDFR.
  - I. The College shall be responsible for compliance with the Regulations, including but not limited to responsibility to provide all of the COLLEGE's allied health students and faculty with (a) information and training about the hazards associated with blood and or other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the student and faculty should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
  - J. The TDFR agrees to provide information and training to the COLLEGE's allied health students and faculty on any TDFR policies and procedures related to the regulations.
  - K. The COLLEGE's responsibility in accordance with the Regulations also shall include making available the hepatitis B vaccination for College faculty.
  - L. The TDFR shall be responsible for providing the COLLEGE's allied health students and faculty with personal protective equipment which is necessary to comply with the Regulations.
  - M. The COLLEGE shall be responsible for the maintenance of all faculty and student records as required by Regulations. The COLLEGE confirms that all its allied health students (a) have a Diphtheria Tetanus Toxide Booster within the last ten years; (b) can verify either immunity or lack of immunity to varicella, measles, mumps, and rubella through a titer, or documented positive history of chicken pox, measles, mumps, and rubella; (c) undergo annual screening for tuberculosis. .
-

- N. The College shall and does hereby agree to defend, indemnify, and hold harmless the Town of Davie, its Administrator, elected official, officers, agents and employees from any and all claims, demands, liabilities, damages, and expenses for injuries to any persons (whether employees of the Town of Davie, third parties or students, or representatives of the College) or damage to any property, to have been caused directly or indirectly by the negligent acts of, or as a result of the performance of duties by the College, its officers, directors, agents, servants, or employees under this agreement and hold same harmless against any and all claims, liability, loss, cost, damage or expense of any type or nature whatsoever, including reasonable attorneys fees and court costs, which may arise with regard to any activities associated with this agreement.

The College shall provide the Town with thirty (30) days written notice prior to cancellation, revocation, non-renewal or material change of any policy of insurance. Should College fail to maintain any policy of insurance enumerated under this agreement or after written notice of cancellation, revocation, or renewal or material change to any existing policy, fail to replace same under like terms within seven (7) days written notice demanding same by the Town, said cancellation, revocation, non-renewal material change of any policy of insurance contained hereunder shall be deemed a material breach by the College and the Town shall have the right to terminate this agreement at once.

2. RESPONSIBILITIES OF TDFR

- A. Provide the clinical facilities necessary for the students to obtain experience with patients representing a broad range of out-of-hospital medical care problems.
- B. Provide the College with the use of available instructional materials.
- C. Provide students with opportunities for observations and participation in patient evaluation, treatment and transportation in the out-of-hospital environment.
- D. Provide clinical supervision of students and complete student evaluation forms.
- E. Communicate pertinent information related to the student clinical performance to the COLLEGE.

3. This agreement shall be in effect for one year from the date of execution by all parties. However, either party may terminate this Agreement upon thirty (30) day written notice, with or without cause.
4. This document incorporates and includes all prior negotiations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal propriety herewith.

In WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**ATTEST:**                    **City College**

By : \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**                    **Town of Davie Fire Rescue**

By: \_\_\_\_\_

Date: \_\_\_\_\_